

**ROBERT W. YORK & ASSOCIATES**

ATTORNEYS AT LAW  
A PROFESSIONAL ASSOCIATION

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Robert W. York  
James D. Masur, II  
Of Counsel:  
Ronald L. Dyer

January 27, 2012

Paul Cardwell  
Thailand  
Via email: [pdcardwell43@gmail.com](mailto:pdcardwell43@gmail.com)

RE: Powell Valley Healthcare  
and, Plake & Associates

Dear Paul:

I received your email today pertaining to the above and am pleased that you have chosen me and my law firm to represent your interests with respect to those matters.

Pursuant to the directives of the Indiana Supreme Court it is necessary that we confirm in writing the terms and conditions under which this law firm will provide services to you so that both we and you can concentrate on the provision of the services you require.

You have agreed to pay for the legal services provided by me at the rate of \$375.00 an hour. From time to time, it may be necessary to also utilize the services of other professional members of the firm in order to properly provide appropriate representation for you. Our fees for legal services will be billed on an hourly basis according to the billing rates charged by each attorney or paralegal of our firm. These rates currently are \$275.00 per hour for senior associates and \$95.00 per hour for paralegal time. These billing rates are subject to adjustment at the beginning of a calendar year. Our fees are not contingent in any way upon the outcome of your case, but will reflect the uniqueness, complexity and the difficulty of obtaining the resolution of the matters at issue. Due to the many variables which affect the time needed to provide the services you have requested, I am unable to provide you with an estimate of your total fees.

I have requested advancement against attorney fees and expenses of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00). Upon receipt, that amount will be placed into my trust account for your credit towards payment of the future fees and expenses of this law firm. You agree to keep that amount current in my trust account so that I will always have money in the trust account to pay on your behalf attorney fees and expenses as they are incurred.

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The following are firm billing policies which you should know. We will provide you with invoices on a monthly basis. The invoices will describe our services and itemize our expenses in accordance with our standard firm policies. These invoices reflect attorney services rendered during the month, the incurrence of litigation expenses and the current balance of your amount in our trust account. If the statement reflects an amount due you are expected to pay the amount upon receipt of the bill and replenish the retainer as set forth above. The bill for services rendered represents our time devoted to your case and our expenditures made on your behalf during the preceding month. Therefore, the services and costs may have been rendered up to thirty days or more prior to your receipt of the bill. Expenses which you agree to pay include such items as printing/photocopying (\$0.25 per page), deposition costs, subpoenas, investigators, long-distance telephone charges, facsimile charges (\$1.00 per page), travel and related expenses, computerized legal research, postage and delivery and courier services, and fees for experts witnesses. If we anticipate that certain major expenses will be incurred, we may request that you pay these expenses directly in advance of when they are incurred.

Payment of each invoice is due upon receipt. Subject to any limitations imposed by the Indiana Rules of Professional Conduct, our firm will be entitled to cease work on any aspect of this representation if any invoices are not paid within thirty (30) days after the invoice is mailed. If any attorney fees or expenses remain unpaid by the time the bills are prepared for the following month, we reserve the right to assess a one percent late fee on all unpaid balances. If we are required to resort to collection proceedings to recover any amounts from you, we will also be entitled to recover all costs incurred concerning such collection proceedings including reasonable attorneys' fees incurred either by us or separate counsel.

In certain types of cases the court may order one party to pay the attorney fees of the other. In the event you have a legal claim for attorney fees, we will make every effort to secure a court order requiring the opposing party to pay your attorney fees and litigation costs. It is always speculative as to whether a court may award attorney fees and, if it does, whether collection efforts will be successful. It is for this reason that you will always remain responsible with respect to attorney fees and litigation costs unless we have an express written agreement to the contrary.

You shall have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve you of the obligation to pay for all services rendered and costs or expenses incurred on your behalf prior to the date of such termination. As permitted by law, we reserve the right to retain your files until all invoices have been paid in full.

We reserve the right to withdraw from your representation if, among other things, you fail to honor the terms of this engagement letter, you fail to cooperate or follow our advice on a material matter, or any fact or circumstances would, in our view, render our continuing representation unlawful or unethical. If we elect to withdraw from your representation, you agree to take all steps necessary to free us of any obligation to perform further, including the execution of any documents reasonably necessary to complete our withdrawal, and we will be

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entitled to be paid for all services rendered and costs and expenses incurred on your behalf through the date of withdrawal.

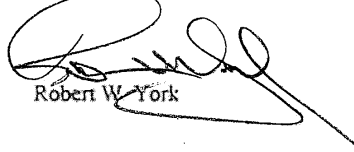
During the course of our representation of you, I encourage you to call to discuss any questions or concerns that you may have. I have found that communication is the best means available for avoiding misunderstanding or undue anxiety regarding a pending case. You will find that I may not always be available to speak with you over the telephone. Commitments to other clients, regularly scheduled court appearances, depositions and other responsibilities both within and outside my office sometimes precludes my availability to speak with a client when such calls are received. I want you to feel free to try to reach me at my above listed telephone number even after normal business hours, since I am frequently at the office after those times. Should you not be able to reach me, please leave a voice mail message and I will return your call as soon as is reasonably possible. I also encourage you to contact me at my above listed email address.

By signing this engagement letter, you agree with all of the terms stated above. Please sign where indicated below and return along with the \$3,750 advancement check. Please keep a copy of this letter for your files.

Again, I welcome the opportunity to represent you in this case.

Best regards,

ROBERT W. YORK & ASSOCIATES



Robert W. York

RWY:hmf

The undersigned acknowledges that he has read this engagement letter, understands all of its terms and agrees to all of the terms set forth herein.

1-26-12  
Date

Paul Cardwell  
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